

CONTRACT PERIOD THROUGH APRIL 30, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PROPANE FUEL, DELIVERY & RELATED PRODUCTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **April 19, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/mm
Attach

Copy to: Clerk of the Board
Jim Baker, MCDOT
Laurel Wickersheim, Parks & Recreation
Gidget Beltran, Equipment Services
Sharon Tohtsoni, Materials Management

PROPANE FUEL, DELIVERY AND RELATED PRODUCTS

INTENT:

The intent of this Invitation for Solicitation is to establish a contract listing of qualified vendors of record for purchase of Propane Fuel, delivery as required and related items, for various Maricopa County Agencies. Due to numerous delivery locations and constant change in these locations and requirements, and certain other requirements, it has been determined that awarding this pricing agreement to all qualified bidders is most advantageous to the County. Also included are blanket discounts for related supplies as covered by current pricing documents, to include provisions for converting tanks to vehicle fueling capabilities. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

The County anticipates purchase of approximately 25,000 gallons of propane on an annual basis.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Propane fuel as appropriate for general use throughout the County, shall meet or exceed industry specifications/standards.

3.0 SPECIAL TERMS & CONDITONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 **INSURANCE REQUIREMENTS**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

- 3.3.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.3.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.4 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR, upon request**, shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6 FAILURE TO EXECUTE:

Upon failure of the successful Bidder to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages.

3.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.8 DELIVERY:

Delivery is required F.O.B. Destination, within 72 hours of notification of requirement, to any delivery location within Maricopa County. A portion of the purchases made utilizing this pricing agreement, will not require delivery, as the using agency will deliver tanks to the contractor for filling operations. Delivery charges, service calls, etc., which are allowed by this pricing agreement are allowable. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

3.9 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.10 STOCK:

The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

3.11 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.12 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.13 WARRANTY:

The minimum warranty period shall be minimally 12 months' parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

3.14 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.15 WAREHOUSE/DISTRIBUTION CENTER:

Contractors shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

3.16 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.**

3.17 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

3.18 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.19 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.20 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.21 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time**, to place and make payment for orders under this Contract. Bidders without this capability **may** be considered non-responsive and not eligible for award consideration.

3.22 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card **Process**" has initiated changes **that are** intended to both improve and expedite the purchasing and payment process. In light of **these** efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and **take into consideration receipt of payment with seventy-two (72) hours from time of payment processing**. **Discounts offered** will be considered in the evaluation **price analysis process**.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.23 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

3.23.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.23.2 Pricing pages, MANDATORY

3.23.3 Copies of Catalogs/Pricing Documents (if required)

3.23.4 Vendor Information, MANDATORY

3.23.5 Year 2000 Contract Compliance statement, MANDATORY

3.23.6 Agreement page, MANDATORY

3.23.7 References (if required)

3.23.8 Bid Bond (if required)

3.24 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: Stan Fisher
Department Of Materials Management
Telephone: (602) 506-3274

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

AMERIGAS EAGLE PROPANE LP, 5140 W BETHANY HOME RD, GLENDALE, AZ 85301

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ___X___ NO

ACCEPT PROCUREMENT CARD: ___X___ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ___X___ NO ____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ___X___ YES ____ NO ___0___ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ___X___ NO

C913502/B0604566

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN (UNDER THE TERMS OF THIS PRICING AGREEMENT. DELIVERY COSTS ARE ALLOWABLE

**---BIDDER TO STATE UNIT PRICE OF PROPANE, IF THE TRANSACTION \$ 0.89 /GAL
WERE CONSUMMATED ON 01/05/00 (This price will be utilized for
determination of pricing agreement value, not award)**

**---ACTUAL UNIT PRICE OF PROPANE WILL BE DETERMINED BY PHONE SOLICITATION
(QUOTATION) AS REQUESTED BY THE COUNTY USING AGENCY AT THE TIME A
REQUIREMENT IS DETERMINED**

1. Delivery fees, explain in layman's terms below, price per mile, etc for delivery of propane:

THIS SHOULD NEVER BE A PROBLEM WITH 72 HRS NOTICE IN THE MARICOPA CO. AREA. HOWEVER, SHOULD
AN EMERGENCY DELIVERY BE NEEDED I.E. AFTER HOURS OR ON A WEEKEND, A 79.95 DELIVERY CHARGE
WILL BE ADDED TO DELIVERY.

INDICATE BLANKET PRICING BELOW FOR:

2. Labor/hour rate for repair of tanks and valves. \$ 49.95 1ST Hour

3. Service call for repair, explain in layman's terms, any fees/rates: 45.00 /HR THEREAFTER NORMAL PER HOUR
RATES APPLY UNLESS EQUIPMENT IS LEASED (I.E.) TANK RENT. AMERIGAS REPAIRS LEASED EQUIPMENT
AT THERE EXPENSE.

4. Cylinder and tank rental, define in detail all provisions, concerning prices, sizes , repair parts delivery charges, discounts, to include dispensing tanks, hoses, meters as may be necessary for fueling vehicles.

250-1000 GAL TANK WITH PUMP MOTOR & METER 150.00 /YR (LEASE)

33# (7.9 GAL) ALUMINUM FORKLIFT CYLS 2.00 /EACH PER MONTH (LEASE)

* AMERIGAS MAINTAINS ALL LEASED EQUIPMENT AT THEIR EXPENSE. NORMAL LABOR RATES APPLY FOR
WORKING ON "CUSTOMER OWNED EQUIPMENT."

AMERIGAS EAGLE PROPANE LP, 5140 W BETHANY HOME RD, GLENDALE, AZ 85301

5. DEFINE PRICING STRUCTURE FOR EXPEDITED DELIVERY (LESS THAN 72 HOUR NOTICE): \$79.00 DELIVERY

CHARGE WILL BE ADDED IF NOT IN DRIVERS NORMAL DELIVERY ROLLTING.

6. DEFINE "WAIT TIME" ALLOWANCES AND HOURLY RATE FOR WAITING BEYOND THE ALLOWANCE (THIS APPLIES ONLY TO DELIVERIES, IN WHICH THE DRIVER IS REQUESTED TO WAIT BEYOND THE ALLOWANCE IF ANY):

TYPICALLY A DRIVER CANNOT WAIT MORE THAN 15 MIN. ONCE ARRIVING AT TANK. THESE CIRCUMSTANCES

CAN BE UNUSUAL AND WILL BE UP TO THE AMERIGAS MANAGER WETHER OR NOT TO CHARGE.

VENDOR LOCATIONS list all participating:

(GLENDALE) 5140 W BETHANY HOME RD

(BUCKEYE) 102 W MONROE

(APACHE JUNCTION) 6315 E HWY 60

Terms: NET 30

Federal Tax ID Number: ~~23-2787917~~ **42-1453041**

Telephone Number: (623) ~~937-9227 EXT 4272~~ **934-9772**

Fax Number: (623) ~~937-1623~~ **934-1382**

Contact Person: ~~VINCE RAPAGNA~~ **Lisa Gerwitz**

Vendor Number: ~~232787917~~ **421453041 A**

Contract Period: To cover the period ending April 30, 2003.

FERRELLGAS LP, 3111 NW GRAND AVENUE, PHOENIX, AZ 85017

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

INTERNET ORDERING CAPABILITY: ____ YES __X__ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X__ NO

C913502/B0604566

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN (UNDER THE TERMS OF THIS PRICING AGREEMENT. DELIVERY COSTS ARE ALLOWABLE

---BIDDER TO STATE UNIT PRICE OF PROPANE, IF THE TRANSACTION \$ 0.98 /GAL
WERE CONSUMMATED ON 01/05/00 (This price will be utilized for
determination of pricing agreement value, not award)

---ACTUAL UNIT PRICE OF PROPANE WILL BE DETERMINED BY PHONE SOLICITATION
(QUOTATION) AS REQUESTED BY THE COUNTY USING AGENCY AT THE TIME A
REQUIREMENT IS DETERMINED

1. Delivery fees, explain in layman's terms below, price per mile, etc for delivery of propane: DELIVERY FEES

WILL BE BASED ON A HOURLY CHARGE (\$60 PER HOUR) OUTSIDE AND AREA BORDERED BY 83RD AVE TO THE
WEST, BASELINE ROAD TO THE SOUTH, POWER ROAD TO THE EAST AND BELL ROAD TO THE NORTH.

EXCLUDING FOUNTAIN HILLS AND THE AREA NORTH OF THE BEELINE HIGHWAY AND SALT RIVER IN THE
EAST VALLEY. THE HOURLY CHARGE IS BASED ON OUR REGULAR DELIVERY SCHEDULE FOR A REQUESTED
AREA BEGINNING WITH THE TIME FROM LEAVING THE PREVIOUS CUSTOMER'S LOCATION UNTIL RETURNING
TO THE NEXT CUSTOMER'S LOCATION.

INDICATE BLANKET PRICING BELOW FOR:

2. Labor/hour rate for repair of tanks and valves. \$ 60.00

3. Service call for repair, explain in layman's terms, any fees/rates: \$ 60.00 PER HOUR FOR SERVICE CALLS MONDAY
THRU FRIDAY 7:00 A.M. TO 4:00 P.M. TIME BEGINS WHEN THE SERVICE MAN IS DISPATCHED.

4. Cylinder and tank rental, define in detail all provisions, concerning prices, sizes , repair parts delivery charges, discounts, to include dispensing tanks, hoses, meters as may be necessary for fueling vehicles.

RENTAL FEES ARE BASED ON ANNUAL CONSUMPTION PER TANK PER LOCATION. ANY AND ALL SIZE ARE
AVAILABLE FOR PURCHASE DEPENDING ON AVAILABILITY.

E.I. PURCHASE PRICE FOR 1-1000 GALLON TANK WITH A DISPENSING CABINET FOR REFUELING
VEHICLES = \$ 6,995.00 (HOSE/METER INCLUDED)

FERRELLGAS LP, 3111 NW GRAND AVENUE, PHOENIX, AZ 85017

5. DEFINE PRICING STRUCTURE FOR EXPEDITED DELIVERY (LESS THAN 72 HOUR NOTICE):

IT DEPENDS ON THE LOCATION

6. DEFINE "WAIT TIME" ALLOWANCES AND HOURLY RATE FOR WAITING BEYOND THE ALLOWANCE (THIS APPLIES ONLY TO DELIVERIES, IN WHICH THE DRIVER IS REQUESTED TO WAIT BEYOND THE ALLOWANCE IF ANY):

\$ 60.00 PER HOUR AFTER A 10 MINUTE WAIT AT ANY DELIVERY LOCATION. ONE HOUR CHARGE MINIMUM.

DRIVER WILL NOT WAIT LONGER THAN 30 MINUTES AT ANY LOCATION UNDER ANY CIRCUMSTANCES.

VENDOR LOCATIONS list all participating:

FERRELLGAS – PHOENIX – 3111 NW GRAND AVE. PHOENIX, AZ 85017

*** NOTE: PER PAGE 12 5.6 AMPLIFYING DATA:**

ATTACHED AMPLIFYING DATA AND MATERIALS ARE A PART OF THIS BID.

Terms:	NET 30
Federal Tax ID Number:	43-1698481
Telephone Number:	(602) 278-8511
Fax Number:	(602) 455-8404
Contact Person:	ERIC BATES
Vendor Number:	431698481 A
Contract Period:	To cover the period ending April 30, 2003.